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**ODISHA POWER TRANSMISSION CORPORATION LTD**

*(A Govt. of Odisha Undertaking)*

**OFFICE OF THE MANAGER,  
TELECOMMUNICATION DIVISION, MERAMUNDALI**

AT/PO:TALCHER THERMAL, DIST.-ANGUL, PIN-759101

FAX 06760-249314, Cell No. 9438907720

mail: [telc.div.mrm@optcl.co.in](mailto:telc.div.mrm@optcl.co.in)

TENDER SPECIFICATION NO. 01 / 2013-2014

TENDER SPECIFICATION FOR HIRING OF VEHICLE.

SALE OF TENDER PAPER FROM DT. 02.09.2013 (10 AM) TO DT. 07.09.2013 (5PM)

LAST DATE OF SUBMISSION OF TENDER DT. 20.09.2013 ( 1.00 PM.)

DATE OF OPENING OF TENDER DT. 20.09.2013 ( 3.00 PM)

COST OF TENDER PAPER RS.500+ 5 % VAT (**RS.525.00**)

TELECOM DIVISION MERAMUNDALI AT TTPS NO / ...../ DT.....

ISSUED TO

M/S.....

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## SECTION-I

### TENDER CALL NOTICE NO- 01 / 2013-2014

The Manager Telecommunication Division OPTCL Meramundali, At-TTPS invites sealed Tenders in triplicate from intending Registered Travel Agencies / Vehicle Owners having Service Tax Registration for hiring 01 (one) no Diesel run commercial registered light vehicle for use in the Division Office .

Sl. No	Type of vehicle	No	For use	Date of purchase and year of manufacture.
1	INDICA( Non AC)	1	Telecommunication Divn. Meramundali, At-TTPS	On or after <b>01.01.2010</b>

The tender specification document can be obtained from the office of the Manager, Telecom Division Meramundali, At-TTPS on payment of non-refundable cost (Rs 525/-) of Tender specification document in the shape of cash / bank draft in favor of Telecom. Division, OPTCL, Meramundali, At-TTPS payable at United Commercial Bank, TTPS Branch on any working day from dt.02.09.2013 (10.00AM) to Dt.07.09.2013 (5.00PM). Additional amount of Rs100/- (One hundred only) may be paid extra for postal delivery of the tender specification. The undersigned shall not be held responsible for any postal delay.

The Tender shall be received up to 1.00 PM of dtd.20.09.2013 & will be opened at 3.00 PM of same day in the office of the undersigned in the presence of the Bidders or their Authorised Representatives present, if any. If the above date happens to be a holiday, the next working day will be the corresponding effective date. One Tender paper in duplicate shall be issued to each Tenderer. E.M.D @ 1% of the total quoted value for 2(Two) years should be deposited in shape of Demand Draft in favor of Manager, Telecommunication Division Meramundali, At-TTPS & Payable at "United Commercial Bank", TTPS along with Self attested Copy of PAN and service Tax Registration Certificate , failing which the tender will be liable for rejection.

The tenderer should superscribe only the "**Tender Call Notice No. & Date of opening of the tender on the body of the Sealed Envelope**". Tenderer should not write their name or any other information on the body of the sealed envelope . Superscribing any other information on the body of the envelope, conditional tender , Incomplete tender, Telegraphic / Fax / E-mail (etc.) Tender & Tender not accompanied with requisite amount of E.M.D will be rejected. The authority reserves all rights to reject any , all or parts of the Tender , alter/modify the requirement / delete any part of the tender without assigning any reason there of.

MANAGER

## SECTION -II

### **INSTRUCTION TO TENDERERS**

1. Sealed tenders are invite from registered Travel Agencies/ Vehicle Owners having service tax Registration & sound financial capabilities with experienced Driver having valid Driving License for engagement of 1 no.of light vehicle (Diesel run) with valid all ODISHA route permit.

2 **SCOPE:** (a) Providing , maintaining and operating Diesel run light commercially registered light vehicles as follows on monthly basis with daily hiring basis for a period of 2(Two) years along with professionally licensed experienced driver to run the vehicle.

(b) The vehicle proposed to be provided should not have been manufactured before 2010.

(c) New vehicle & version shall be given preference.

Sl. No	Type of vehicle	No	For use	Date of purchase and year of manufacture.
1	INDICA (Non AC)	1	Telecommunication Divn. Meramundali, At-TTPS	On or after 01.01.2010

### 3 **SUBMISSION & OPENING OF TENDER:-**

Tender shall be submitted with other document in duly sealed envelope superscribe on the body of envelope "Tender for engage of Diesel Run Commercial Registered Light Vehicle". The tenderer should write only Tender Call Notice No,the name of work and date of opening of the tender on the body of the sealed envelope. Tenderer should not write their name or Travel Agency on the body of the sealed envelope which may make the offer liable for rejection.

### 4 **RIGHT & AUTHORITY FOR REJECTION:-**

Tenders received after due date and time will be summarily rejected. The Manager Telecom. Division Meramundali, At-TTPS reserves the right to reject any or all of the

tenders without assigning any reason thereof.

**5 VALIDITY OF OFFER:-**

The offer should be kept valid for a period of at least 120 days from the date of opening of tenders, failing which the tender will be rejected.

**6 EARNEST MONEY DEPOSIT:-**

The tender should be accompanied with 1% of the total quoted amount (i.e. Grand total amount for two years) towards Earnest Money Deposit (EMD) in shape of Bank Draft in favour of Manager, Telecom. Division Meramundali, At-TTPS Payable at UCO Bank, TTPS otherwise tender will be out rightly rejected. The EMD of the un-successful tenderers will be returned after finalization of tender. The EMD of the successful tenderers will be returned only after satisfactory execution of order and signing of the contract agreement and completion of contract period. In case of successful tenderer fails to execute the order satisfying all terms & conditions & scope within stipulated date mentioned in the date of order, the Earnest Money deposit will be forfeited. No interest will be paid on the EMD.

**7. SECURITY DEPOSIT:-**

The EMD amount deposited, will be treated as security Deposit if the bid will be considered for contract.

**8.(A) DOCUMENT:-**

- i. Registration of Travel agency/ copy of registration certificate of vehicle issued by RTO in name of the Agency/Owner.
- ii. Service Tax Registration Certificate from the Central Excise Deptt.
- iii. Valid PAN/ TIN.
- iv. Copy of the valid state Road permit to run the vehicle within the Odisha.
- v. Copy of the valid First party Insurance.
- vi. Copy of contract carrying certificate/ Tax permit.
- vii. Copy of valid non-pollution certificate.
- viii. Copy of fitness certificate.
- ix. Copy of up to date Tax payment.
- x. Driving license of driver.

**(B)** The following document will be required at the time of agreement to be shown to the Engineer-In-Charge.

- i. Make, type and date of manufacture of the vehicle.
- ii. R.C. Book in original.
- iii. Contract carrying license in original.

- iv. First party insurance of vehicle in original.
- v. Name of the Driver & attested copy of his valid commercial driving license / badge in original.
- vi. All Odisha permit with documentary proof.
- vii. An undertaking to run the vehicle on all roads of Odisha.

**9. Corrections, over-writing and illegibility:** Tender with over writing, erased, illegible rates or rates not shown in figure and words in English will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and total amount, the decision of the competent Authority accepting the tender will be final and binding on the tenderers. Total of item and grand total of whole tender be clearly written.

Correction in the tender, if un- avoidable, should be made by re-writing with dated initial of the tenderer after scoring out wrong entries, clerical and arithmetical mistake may result in the rejection of the tender.

10. The type and Regd. No. of vehicle mentioned in the respective tenders will only be accepted for taking on hire. Subsequent change of vehicle will normally not be allowed.

11. The tenderer shall sign on all pages of the tender document as a token of acceptance of all terms and conditions thereof and submit his quotations therein.

12. The tenderer shall quote the rates in their price Bid of the tender documents. The rates quoted should be including of all taxes and duties but exclusive of services Tax.

13. Request from the tenderer in respect of additional alternations, modification, corrections of either terms and condition or rates after opening of the tender will not be considered.

14. All correspondence relating to the tender shall be made with Manager Telecom. Division Meramundali, At-TTPS.

**15. ADDITION OR DELETION OF SCOPE:-**

The scope of the work/ services may be altered in quantum as per exigencies of work. The Agent shall accordingly provide services as may be required by the Officer-in-charge on being given a notice of 15 days.

16. In case of public strike/ bandh ,the user shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.

17. The authority may re fix the head quarters between the head quarters of users.

18. The concerned Manager may also allot the vehicle temporarily for any other work of the OPTCL.

19. The driver should always carry a mobile telephone, (at the cost of the bidder) for communication.

20. **ARBITRATION:-**

In the event of any disputes arising out his contract, the same shall be referred for arbitration to the Director (HRD) OPTCL, Bhubaneswar or any arbitrator appointed by the Chairman-Cum-Managing Director, OPTCL after due notice of claim and such appointment and the award of the arbitrator shall be final and binding arbitration and conciliation Act. 1996 shall apply. The venue of arbitration will be Bhubaneswar.

21. **EMPLOYMENT / LIABILITY:-**

The agent/owner shall be solely and exclusively responsible for engaging or employing driver. An employee engaged by the agent/owner shall be on his pay roll and paid by him. The OPTCL will have no liability what so ever concerning the employe of the Agent or of the owner of the vehicle. The Agent/owner shall indemnify OPTCL against all loss or damage arising out of or in the course of his employing person or out of his relation with his employees. The Agent/owner shall make regular and full payment of all wages and allowances to its workers/ employees. The Agent/ owner shall be directly responsible for any disputes arising between him and his employees and keep the officer-in-charge indemnified against losses, damages or claims arising thereof including any workmen's compensation etc.

22. **MAINTENANCE OF SPEEDOMETER:-**

It is the responsibility of the owner/agent to maintain the speedometer of the vehicle in proper condition. In case the speedometer of the vehicle does not function for a specific period , the decision of the Officer-in-charge shall be final and binding. The Agent / owner shall arrange to repair / replace the speedometer within 24 hour of any failure.

23. A Travel Agent/ owner of vehicle should purchase one Tender Specification for the vehicle.

### **SECTION-III GENERAL TERMS & CONDITIONS**

1. The vehicle will be at the disposal of the concerned Division with whom the contract agreement will be executed. The vehicle has to be made available round the clock at the disposal of the user. The driver has to make himself available beyond office hours if called for in any occasion. The vehicle will run on all Odisha Roads as and when desired by the authority.
2. The contract shall be valid only for a period of 24 (twenty Four) months from the date of execution of agreement. The department reserves the right also to terminate the contract at any time during the contract period without assigning the reason thereof . The contract may be further extended for another one or part of year (if the Authority desire) on satisfactory performance of the vehicle.
3. The fuel (Diesel) and Engine Oil required for the vehicle for department use shall be reimbursed by OPTCL as detailed below. All other expenses like replacement of Gear/break oil, replacement of spare parts , maintenance charges etc., are to be borne by the travel agency/owner of the vehicle.
  - a) Engine oil – one Ltr. On every 750KM of running
  - b) HSD @ 13KM/Ltr.
4. The vehicle should be in good condition. The month and year of manufacturing of the vehicle must be on or after 01-01-2010 for vehicles. The vehicle supposed to run in all condition of road including village , kachha road, ghat road etc. For this purpose the tyres should always be in good condition. No re-treading tyre will be allowed on front wheels.
5. The successful tenderer will submit all the records of the vehicles to the undersigned before Agreement . The field Manager will inspect the vehicle in the office premises before engagement.
6. Normal maintenance kit, fire fighting equipment, first aid box and one torch light with four cells should always be made available with the vehicle by the travel agency/ owner.
7. The telephonic communication round the clock with the Travel Agent/Owner/Driver should be ensured, so that they can be contacted at any time. For this they have to intimate the contact phone numbers to the officer-In-Charge.
8. During the contract period, the vehicle shall be exclusively used by OPTCL as per the direction of Officer-In-Charge or his authorized representative. The agent/owner can not refuse to the direction by the Officer-In-Charge or authorized representative to send the vehicle to any place inside the State.
9. The hired vehicle should not be used for the purpose other than the OPTCL works.
10. In case, the vehicle will be requisitioned for Election duty or Polio duty or any other statutory duty by the Government, the Travel Agency/Owner will supply an equivalent substitute vehicle against the requisitioned vehicle, for which no additional agreement will be required. But the Owner of the vehicle has to intimate about the substitute vehicle in written which should be allowed by the Competent Authority. The vehicle, which goes for above duties, will be under the responsibility of the Travel Agency/Owner only.



11. Agent shall comply with all relevant rules and regulations of Motor Vehicle Act applicable at present and may be enforced time to time.
12. Any minor maintenance/periodical check up of the vehicle may be taken up by the Travel Agency/Owner only during idle hour without hampering the departmental works on mutual discussion & relevant permission.
13. In case of major maintenance work, a suitable substitute vehicle of similar condition with one suitable driver is to be provided by the Travel Agency/Owner after taking due permission from the Competent Authority, otherwise penalty will be applicable.
14. Payment of all taxes, insurance in respect of the vehicle should be kept up-to date. The hired vehicle should have first party insurance. If any accident occurs at the time of conveyance the owner of the vehicle should be liable to pay the compensation as fixed by the court of law to the person affected due to that accident. OPTCL will have no responsibility in this regard.
15. The vehicle will be stationed at the user's place or the place of choice of the Reporting Officer. OPTCL shall in no way responsible for any damage/ breakage/ theft caused to hired vehicle on any account during the course of its hire.
16. The Driver of the vehicle should be of good health, good conduct, reliable sober in nature and free from bad habit of any types of intoxication. He must possess valid badge, Driving License (Commercial) and an aptitude for safe and steady drive. He must possess all the relevant paper of the vehicle for producing the same, before the law Enforcing Authority as and when required. In the event of any complain made against the deployed driver, immediate arrangement should be made to replace him with a well-behaved efficient driver.
17. The pay, allowances and statutory dues including compensation, insurance, EPF etc. for the driver's will be the responsibility of the Travel Agency/Owner. The lodging & Boarding charges of the driver during the out station tour to be borne by the Travel Agency/Owner.
18. The hire charges bill, fuel & Lubricant bill in duplicate along with the copies of log book of the vehicle duty entered and signed by the driver and the Officer(s) using the vehicle should be submitted to the concerned Division in the 1<sup>st</sup> week of succeeding month for release of payment.
19. Under unavoidable circumstances if the driver of the Travel Agency/Owner is unable to drive or attend duty, in that case a substitute driver is to be provided.
20. The successful Travel Agency/Owner has to execute an agreement on a non-judicial stamp paper with the concerned Division after receipt of works order and furnishing security deposit before providing the hired vehicle under our general terms & condition stipulated for the purpose. The Agency / Owner is also to produce the Original documents as per clause -8 section -2 at the time of agreement.
21. In case of any dispute arising either in execution of the contract for providing the hire vehicle or any clause of agreement/ work order, the decision of the Unit Head, will be final and binding on the Agency/Owner.

## SECTION-IV

### PRICE SHEDULE

#### **Condition:-**

The required Diesel & Engine oil will be supplied by the vehicle Owner and cost for the same will be reimbursed during submission of monthly bill. No other expenditure will be entertained. Consumption of Diesel should not be less than 13KM/Lr and Engine oil of one liter per 750KM run of vehicles. All the details of vehicle should furnished as per following tables.

#### **INFORMATION IN RESPECT OF VEHICLE.**

Table-1

Sl. No.	Type of Vehicle	Operational Area	Controlling Officer	Consignee	Mileage per liter Of Diesel	Mileage per liter of Engine oil

Table-2

Model no. make and date of manufacture of the vehicle	Road tax paid up to	Registration No. of vehicle	Insurance paid up to	Detail of fitness certificate valid up to

Table-3

SL No.	Type of vehicle	Place of Use	Monthly charge for duty 12Hrs. per Day in Rs.	Night halt charges in Rs per night (for halt outside the normal Head Quarter) inclusive of all taxes

## SECTION-V

**DECLARATION FROM**  
**(TO BE SUBMITTED WITH THE TENDER PAPER)**

To

The Manager  
Telecom. Division OPTCL,  
Meramundali, At-TTPS

Sub: Tender Notice No.

Sir,

Having examined the above tender paper we hereby offer to supply of One/Two numbers of Diesel run light vehicle in all aspects to the rate/s entered as mentioned in our tender enclosed herewith.

1. We certify to have purchased a copy of tender paper remitting Rs..... by Cash and this has been acknowledged by you receipt No..... Dated..... .

2. We enclosed herewith 1% Of EMD in shape of Bank Draft in favour of Manager, Telecom Meramundali, At-TTPS payable at United Commercial Bank, TTPS.

Bank Draft No..... Dt..... .

3. We agree to keep the EMD amount as security if our bid will be considered for contract.

Yours faithfully,

Encl: Tender in duplicate

Signature of Tenderer  
(with Seal)

## SECTION-VI

### (A) FORM OF DECLARATION / UNDERTAKING

We have gone through the tender specification and undertaking to comply to the following in the event of OPTCL deciding to place orders on us for award of contract.

- 1) Submit all original documents as per the tender documents for verification.
- 2) Shall supply the vehicle along with driver for duty at the designated headquarters within 7 days of receipt of order.
- 3) Shall submit the valid license of the driver for verification.
- 4) Shall make the driver and vehicle available for duty during normal duty hour as well as beyond normal duty hour as per requirement.
- 5) The cost of salary and any other statutory dues of driver shall be borne by us and OPTCL shall in no way responsible in the matter of employment or compensation what so ever pertaining to the driver.
- 6) Shall be responsible for any other compensation arising out of Odisha Motor vehicle act.
- 7) Shall be responsible for all cost and expenses arising out of running and maintaining the vehicle/vehicles, except hire charges. Cost of reimbursement of fuel and lubricants and night halt charges at places other than the normal headquarters shall be borne by OPTCL .
- 8) Shall accept change of headquarters as and when required by OPTCL in the interest of works.
- 9) The reimbursement of cost of fuel and lubricant shall be @ 1 litre of diesel /13km and 1 litre lubricant/750km or as per the tender which ever is less.
- 10) Shall provide alternate vehicle of similar model as per the tender under same and conditions immediately, in case the original vehicle is not available due to repair or any other reason.
- 11) Shall supply alternate driver with valid license in the event of absense of original driver.

12) Shall abide by the penalty and compensation clause of the tender specification.

13) The cost of repair of the vehicle shall be to our account.

14) Shall abide by all other conditions of the tender document .

15) Shall abide by all valid conditions laid out by OPTCL subsequently not included in the present terms & conditions.

Name of the signatory

Signature of the bidder,

Seal

Date